



1 Plaintiff Jens Erik Sorensen and Defendants Helen of Troy Texas Corporation  
2 and OXO International Ltd., by and through their respective counsel, hereby  
3 stipulate to a limited protective order for the exclusive purpose of allowing  
4 Defendants to produce confidential sales information in order to facilitate settlement  
5 discussions subject to *Federal Rules of Evidence* § 408:

## 6 7 **DEFINITIONS**

8 The term “Confidential Information” shall mean and include any and all  
9 information contained or disclosed in any materials, including documents, portions  
10 of documents any financial or commercial information provided by Defendants, or  
11 one of them, including data, summaries, and compilations derived therefrom, that is  
12 (1) considered by Defendants to be confidential to the disclosing party; and (2) is  
13 disclosed to Plaintiff for the sole purpose of settlement negotiations.

## 14 15 **TERMS**

16 1. Defendants have agreed to provide Plaintiff with certain Confidential  
17 Information regarding sales of the accused products in this case for purposes of  
18 discussing possible settlement. All information deemed Confidential Information by  
19 Defendants shall be clearly marked as follows: “CONFIDENTIAL INFORMATION  
20 DISCLOSED FOR SETTLEMENT DISCUSSIONS.” The inadvertent production  
21 of any material without it being properly marked shall not be deemed a waiver of any  
22 claim of confidentiality in such information or document if brought to the attention  
23 of the parties within a reasonable time after production.

24 2. Any material designated as Confidential Information shall be held in  
25 confidence by Plaintiff and shall not be disclosed by Plaintiff to anyone other than  
26 those persons designated herein and shall be handled in the manner set forth below  
27 and, in any event, shall not be used for any purpose other than in settlement  
28 negotiations in this litigation. Counsel for Plaintiff, and each person receiving

1 Confidential Information, shall take reasonable precautions to prevent the  
2 unauthorized or inadvertent disclosure of such information. If Confidential  
3 Information is disclosed to any person other than a person authorized by this  
4 Stipulated Protective Order, Plaintiff must immediately bring all pertinent facts  
5 relating to the unauthorized disclosure to the attention of Defendants and, without  
6 prejudice to any rights and remedies of the Defendants, make every effort to prevent  
7 further unauthorized disclosure by the party and by the person(s) receiving the  
8 unauthorized disclosure.

9 3. Access to Confidential Information furnished to Plaintiff under this  
10 Stipulated Protective Order shall be restricted to: (i) Plaintiff's counsel of record  
11 (including its professional, paraprofessional, stenographic, and clerical employees)  
12 for that party; and (ii) no more than a total of two (2) representatives for Plaintiff that  
13 are necessary to review such information.

14 4. Upon Defendants' request, all copies of all documents containing  
15 designated Confidential Information that are in the possession of Plaintiff's counsel  
16 or other persons entitled to access, shall either be returned to counsel of record for  
17 Defendants or destroyed. As to destroyed documents, Plaintiff and its counsel shall  
18 certify to Defendants that such documents have been destroyed. Return or  
19 destruction shall take place within thirty (30) days of Defendants' request.

20 5. This Stipulated Protective Order shall not prevent either party from  
21 applying to the Court for any further orders or discovery, and shall not preclude  
22 either party from enforcing their rights at law or in equity.

23 6. Any information produced by Defendants under this protective order  
24 shall not be construed as an admission or agreement that (a) any specific information  
25 is or is not confidential, subject to discovery, relevant, or admissible as evidence in  
26 this litigation, (b) the stay entered in this litigation should be modified or not  
27 appropriate, (c) the stay in this litigation will eventually be lifted by the Court, (d)  
28 this litigation will eventually proceed, or (e) the '184 patent is valid, enforceable or

1 infringed.

2 7. The Court shall retain jurisdiction for the purpose of ensuring  
3 compliance with this Order and granting such modifications to this Order and such  
4 other relief as may be necessary, and either party may apply to the Court for a  
5 modification to this Order.

6 8. Nothing in this Order shall affect future discovery proceedings or  
7 subsequent protective orders entered by the Court for general purposes in this suit.

8 9. The parties agree to abide by and be bound by the terms of this  
9 Stipulation upon signature by their attorneys.

10 The parties have authorized electronic signatures for purposes of this  
11 Stipulated Protective Order.

12 IT IS SO STIPULATED.

13 DATED this Sunday, July 13, 2008.

14  
15 JENS ERIK SORENSEN, as Trustee of  
16 SORENSEN RESEARCH AND DEVELOPMENT  
TRUST, Plaintiff

17 /s / Melody A. Kramer

18 \_\_\_\_\_  
19 Melody A. Kramer, Esq., Attorney for Plaintiff

20 HELEN OF TROY TEXAS CORPORATION AND  
21 OXO INTERNATIONAL LTD, Defendants

22 /s/ Erik B. von Zeipel

23 \_\_\_\_\_  
24 Erik B. von Zeipel, Esq., Attorney for Defendants

25  
26 **IT IS SO ORDERED**

27 Dated: July \_\_\_\_, 2008

28 \_\_\_\_\_  
Honorable Barry Ted Moskowitz